



**United States
Department of
Agriculture**

Agricultural
Marketing Service

Announcement FV- 118

PO Box 96456
Washington, DC 20090-6456

**PURCHASE OF DEHYDRATED DRIED SOUP MIXES FOR DISTRIBUTION TO
CHILD NUTRITION, NEEDY FAMILY, AND OTHER DOMESTIC
FEEDING PROGRAMS**

I. GENERAL

A. The United States Department of Agriculture (hereinafter called "USDA") may from time issue Invitations for offers (hereinafter called the "Invitation") under this Announcement to sell to USDA, dehydrated soup mixes (all ingredients) and originating from crops 100% grown, processed, and packed in the United States (including Puerto Rico). This announcement provides the terms and conditions for purchases.

The Invitation will specify the product, container size, quantity, shipping periods, year(s) of pack or crop year, office to which are to be submitted, closing time for receipt of offers, and provisions are specifications applicable to the proposed procurement, which are in addition to or different from those set forth herein.

A. Type of Purchase

1. If Purchased F.O.B. Shipping Point (origin buy)

Prices shown in offers must be on a shipping or origin basis. Delivery of the dehydrated/dried vegetables shall be made f.o.b. railcars or trucks, USDA's option, at the shipping point(s) named in the contract. Vendors must provide the location of the nearest available rail siding from which the commodity may be shipped. USDA will furnish shipping instructions to Contractors and pay carriers directly for transportation and other related services. When shipment by rail is requested, transportation and other charges necessary to place the vegetables f.o.b. railcars shall be for the account of Contractor. Contractors may request USDA to consider an amendment to the contract to provide for delivery f.o.b. trucks at ultimate destination. Such a proposal will be favorably considered provided (1) the consignee can accept by truck and (2) the delivered cost of the commodity involved by truck is less than the f.o.b. shipping point cost plus the total charge for effecting movement of a like quantity to the same final destination by rail. Shipment in open van carriers is not allowed.



Be Resourceful. Recycle!

2. If Purchased F.O.B. Destination (destination buy)

Offer prices must be quoted and delivery must be made on the basis of f.o.b. cars or trucks or f.a.s. vessel at destinations specified in the Invitation. If shipment is by truck, price shall include cost of tailgate delivery. Shipment in open van carriers is not allowed.

Offers must indicate on the invitation offer form, the maximum quantity per-half-month shipping period and total overall quantity offered that the company can deliver. A minimum offer is one truckload or one offer unit, no other minimum is acceptable. This is in accordance with USDA-1, Article 8, which states the following:

Any qualification or considered or condition in, or added to, the offer may make it ineligible for consideration.

B. Small Business Set-Aside

Invitations to this Announcement may from time to time be restricted in whole or in part to small businesses and will be contained in the applicable Invitations to this Announcement.

II. SUBMISSION OF OFFERS

A. How to Submit Offers

Offers must be submitted on the Offer to Sell form contained in the applicable Invitation, either by: mail or hand delivered, telegram, telecopier (FAX) or Western Union Easylink as specified in the applicable Invitation.

The FAX cover sheet must specify the total number of pages, including the cover, that are being faxed. All FAX responses must be typed or neatly printed. A completed offer form shall be sent immediately via fastest mail after an offer is made by FAX or Western Union Easylink.

B. Where and When to Submit Offers

Offers and any modification or withdrawal of offers must be received by USDA not later than the specified time and date at the address provided in the applicable Invitation.

Whether an offer, modification, or withdrawal is received within the time limitation will be determined by USDA personnel opening the post office box. **Evidence to be considered includes the time stamp at the end of the message of the receiving machine in the USDA wire office, or in the case of a mailed offer form sent to the USDA address, the stamp cancellation date.**

A late offer, modification of an offer, or withdrawal of an offer received after the exact time specified for receipt will not be considered unless it is received before award is made and either:

1. It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier); or
2. It was sent by mail or telegram and it is determined by USDA that the late receipt was due solely to mishandling by USDA after receipt at the USDA mail or telegraphic installation.
3. It was sent to contracting office in the United States by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee not later than 5:00 p.m. at the place of mailing 2 working days prior to the date specified for receipt of bids. The term 'working days' excludes weekends and Federal holidays.

C. Offer Units

Line items offered should be for offer units or a multiple thereof as indicated on the offer forms included in the applicable Invitation. Notwithstanding the offer unit requirement, USDA may issue shipping instructions calling for shipment in other than offer unit quantities.

III. ACCEPTANCE OF OFFERS

Acceptance of offers will be made by prepaid telegram or telecopier not later than the date indicated in the applicable Invitation. Offers will be accepted in the order in which they are considered to be most advantageous to USDA considering prices and when applicable, transportation costs. The date of acceptance by USDA shall be the contract date.

IV. PROVISIONS OF CONTRACT

The contract shall consist of this Announcement, the applicable Invitation, Contractor's offer, the acceptance by USDA, and USDA-1 except Articles 50 and 85 through 96. With respect to the F.O.B. destination contracts in Articles 56, 65, and 67 of USDA-1, the words "ship", "shipping", "shipment", and "shipped" are deleted and replaced with the words "deliver", "delivering", "delivery(ies)", and "delivered". If provisions of the contract documents are consistent, the following priority will prevail: Invitation, Announcement, and USDA-1.

V. SHIPMENT AND DELIVERY - TRANSFER OF TITLE

A. Shipment and delivery shall be made in accordance with this Announcement, the applicable Invitation, and Articles 56 and 64 of USDA-1.

B. Title and risk of loss will pass to USDA on the date of delivery as evidenced by either the commercial bill of lading signed by carrier's agent or the consignee's receipt, whichever is applicable.

C. In accordance with Article 56 of USDA-1, contractors are required to notify consignees of shipments by telephone. Therefore, prospective offerors should take into consideration the added expense of telephone calls to consignees when submitting offers.

D. Notwithstanding the provisions of Article 56 of USDA-1, the Contractor must follow the instructions in the Notice to Deliver issued by the Kansas City ASCS Commodity Office (KCCO) concerning delivery notification. Such notification and information of impending delivery are vital in proper execution of delivery. The Contractor shall notify the State Distributing Agency and the consignee(s) of shipment. For rail shipment, notification should be made on the day of shipment. For truck shipment, notification of the estimated arrival time should be made as far in advance of delivery as possible. Unloading appointment(s) for truck or piggyback shipment must be requested from the consignee contact party(ies) at least 24 hours in advance of delivery.

E. Failure to comply with USDA-1, Article 67(a) may result in USDA not considering offers made under future Invitations.

VI. GROSS BILLING WEIGHT

The gross billing weight shown in the Offer to Sell form is an integral part of the offer. In the event that the actual gross billing weight differs from the gross billing weight shown, on purchases made on an f.o.b. shipping point basis, USDA will deduct from amounts due Contractor any charges that exceed a rate based on the gross billing weight shown. Any savings accrue to USDA. Under a destination purchase, if diversion of a shipment to another delivery point becomes necessary, the gross billing weight will be used by USDA to calculate actual freight charges.

VII. LIQUIDATED DAMAGES

Timely delivery is important to fulfill the nutritional and dietary needs of persons under the Child Nutrition, Needy Family, and other related programs, and for the efficient and proper administration of those programs. Extensions will be provided only in accordance 56 of USDA-1. The term "prepared to ship in during the contract shipping period or schedule as provided in Article 56 of USDA-1 "means that the Contractor was prepared to ship all of the product purchased for the specific shipping period concerned on the first day of that shipping period or schedule. USDA inspection documents covering the required volume of acceptable product which are dated on or before the first day of the specific shipping period shall satisfy this requirement.

A. Compensation to Contractor for Late Mailing of Notice to Deliver

Liquidated damages for delay in shipment due to late mailing of Notice to Deliver by USDA shall be payable in accordance with Article 65 of USDA-1 and shall be at the rate of 15 cents per hundred pounds of product per day. The term "prepared to ship in accordance with the contract shipping schedule as provided in Article 56 of USDA-1 "means that the Contractor was prepared to ship all of the specific shipping period concerned on the first day of that shipping period or schedule.

B. Compensation to USDA for Delay in Shipment (Origin Purchase or Delivery Destination Purchase)

Liquidated damages for delay in shipment by Contractor shall be payable in accordance with Article 67 of USDA-1 and shall be at the rate of 15 cents per hundred pounds of product per day.

VIII. LOSS DUE TO DETERIORATION OR SPOILAGE

Contractor will reimburse USDA for all losses due to deterioration or spoilage sustained by USDA for which Contractor is responsible, but if such losses are discovered within 9 months after the date of shipment to USDA, in accordance with Article 61 of USDA-1.

IX. DELIVERY OR SHIPPING PERIODS AND QUANTITY TOLERANCE

A. Shipments or deliveries shall be made during those periods specified in the applicable Invitation in accordance with the Notices to Deliver issued by USDA. Shipping or delivery periods and quantities assigned to successful bidders must be at the option of USDA in accordance with the maximum shipping rate per half-month and/or special instructions that may be indicated on the offer form of the Invitation.

B. Contractor will be allowed a tolerance on the last and final delivery of plus or minus 50 cases of product or contract.

X. CHANGE IN SHIPPING POINT

Contractor may request and USDA may approve a change in the shipping point named in the contract. Any changes must be made in accordance with Article 64, USDA-1. If a change is requested less than three weeks before the first day of the shipping or delivery period, the Contractor assumes all responsibility for delays caused by such change including liquidated damages for delays in shipment of delivery.

XI. INSPECTION AND CHECKLOADING

A. The inspection and checkloading required by Articles 54 and 55 of USDA-1 must be performed by representatives of the Processed Products Branch, Fruit and Vegetable Division, Agricultural Marketing Service, USDA (hereinafter referred to as "USDA Grader").

B. Prior to sampling, the Contractor must furnish the USDA Grader with a list of codes and the approximate number of cases per code. Inspection of products must be performed not more than 90 days prior to shipment. Whether each lot offered meets the applicable product and container requirements if the contract must be determined on the basis of representative sample units drawn as provided in **Regulations Governing Inspection and Certification of Processed Fruits and Vegetables and Related Products and United States Standards for Condition of Food Containers**, effective on the date of the Invitation.

C. Subject to Articles 54 and 55 of the quality, weight, packaging, and checkloading of the commodity must be evidence by certificates issued by the USDA Grader. The **Good Manufacturing Practice Regulations (21 CFR Part 110)** are applicable to contracts awarded pursuant to this Announcement and the applicable Invitation.

D. The commodity must not be shipped unless the Contractor is informed by the USDA Grader that a designated lot is acceptable. Notice by the USDA Grader that a designated lot scheduled for shipment does not meet requirements of the contract must constitute rejection to the Contractor of such lot.

E. Random sample (not composited) sent to USDA or private lab sample with stand by sample set aside. Call Science Laboratory: Dr. Fred Pepper (312)353-6525
USDA Laboratories
3570 N. Avondale Ave.
Chicago, IL 60618

XII. PRODUCT SPECIFICATIONS

Dehydrated soup mixes delivered pursuant to this Announcement shall have originated from crops that have been 100% grown, processed, packed, in the United States (including Puerto Rico) in accordance with good commercial practices, during the packing season, and from the crop year(s) specified in the Invitation, and must meet the requirements specified in the applicable U.S. Grade Standards for Grades (7 C.F.R. part 52) effective on the date of the Invitation and any additional requirements listed herein.

SPECIFIC PRODUCT SPECIFICATIONS FOR DEHYDRATED DRIED VEGETABLE SOUP MIX

A. Ingredients (Dehydrated Vegetables)	Percent
Carrots	15 ± 3
Cabbage	10 ± 3
Onions (May replace leeks)	10 + 3
Leeks (May replace onions)	10 ± 3
Diced Potatoes (May replace peas)	4 - 10
Peas (May replace potatoes)	4 - 10
Red Bell Peppers (May replace green peppers)	2 + 1
Tomatoes as base	4 - 5%
Green Bell Peppers (May replace red peppers)	2 ± 1
No chicken or beef broth or products allowed. Also, no monosodium glutamate, starches, food colorings, or wheat gluten, or soy products. Only natural flavorings and spices are to be used.	

*****Please note, only specified above ingredients will be used in dehydrated soup mix.**

B. Declared Weight/Fill Weight - Two envelopes - 1.8 oz. (41 grams)
20.5 grams per envelope (± 3 grams)
Vegetables 55.5% ± 10%: Base Mix 44.5% (maximum)

SPECIFIC PRODUCT SPECIFICATIONS FOR DEHYDRATED DRIED VEGETABLE SOUP MIX, cont'd**C. Standards - (Chemical)**

Moisture	8% maximum
Salt	11.5 - 15.0%
Fat	0%

(Microbiological)

Total Plate Count	100,000/gram maximum
Yeast & Mold	500/gram maximum
Coliform	100/gram maximum
<u>E. Coli</u>	Negative
Salmonella	Negative

****Laboratory to inspect Chemical and Microbiological Standards****D. Net Weight Specifications**

1. For product packed 24/2-boxes per 1.8 ounce carton or 2.7 pounds/case, the sample average weight must meet the net weight requirements. No individual container shall have unreasonable shortage in accordance with Good Manufacturing Practices. Unreasonable net weight shall be:

<u>Average Net Weight Requirement</u>	<u>Unreasonable Net Weight</u>
43.2 ounces (2.7 pounds)	2.5 pounds or less
24.0 pounds per case	23 pounds, 4 ounces or less/case

E. Finished Product

1. There shall be no foreign material.
2. There shall be no foreign odor or flavor.
3. There shall be no color foreign to the to product.
4. The product shall be a uniformly blended, and be a free flowing mixture.

F. Rehydrated Product

According to cooking instructions:

1. The rehydrated product shall have the color, odor, flavor, and appearance typical of vegetable soup. The soup shall be free from objectionable odors.

XIII. CONTAINERS, LABELS, AND CASE MARKINGS AND UNITIZATION

A. Containers

The product shall be packed in new commercially acceptable containers that afford adequate protection against damage and moisture. They may be any of the following types: paperboard cartons, opaque (white) polyethylene bags, polyethylene-kraft laminated pouches, or foil-kraft laminated pouches. The shipping containers for the dehydrated soup mix must be constructed to withstand normal shipping and warehouse storage and must be constructed of corrugated fiberboard boxes acceptable by common carriers for safe transportation to destination. Fiberboard cartons may have flap gaps not to exceed one inch, on the top and bottom, provided the flaps are fully glued.

B. Tape Sealing of Shipping Containers

Shipping cases for dehydrated products must be sealed by plastic tape in lieu if glue is not used. The tape must be sufficient width and strength that is used commercially to be acceptable by common carriers for safe transportation to destinations. The tape must extend down the sides or ends at least two inches. A tape of the see-through type must be used.

C. Labels and Case Markings

Packaging material for the dehydrated soup mix pouches shall be the same as that used by the manufacturer in the normal course of doing business. The printing on the package shall be done in the same color as that used by the manufacturer in the normal course of business.. Printing shall be arranged substantially as indicated in the exhibit shown below. The product name shall be printed larger than the other words and all printing shall be sufficient type size to show prominently on the label will be on the pouches:

Product Name

Preparation Instructions,
Including Yields

(For stove top and microwave oven)

Storage information for the prepared product

Labels and Case Markings, cont'd

LABELING REQUIREMENTS FOR 1.8 OZ. BOXES

ALL PRINTING TO BE IN DARK BLUE INK

Packaging material for the dehydrated dried soup mix boxes shall be the same as that used by the manufacturer in the normal course of doing business.

1. Markings will in **DARK BLUE INK**, and are to be placed on one side of the boxes. On the reverse side of the box print the USDA symbol (at least 5" in diameter) and the packer's name and address - city, state, and zip code.
2. Printing on the front panel will be arranged substantially as indicated in the exhibit shown below. The product name will be printed larger than the other words.

Product Name

Net Weight

(Expressed in metric as well as avoirdupois units.)

3. Printing on the back panel shall be arranged substantially as indicated in the exhibit shown below.

Ingredients

(Listed in descending order of predominance.)

Nutrition Facts Panel (left side)

Small USDA Shield (right side)

Distributed by USDA in cooperation with
State and local or tribal governments for
domestic food assistance programs.

Not to be Sold or Exchanged

4. Universal Product Code on the bottom flap.
5. Vendors who have proper certification may include the universally recognized Kosher symbol.
6. Packed by (company, name and address)

Labels and Case Markings, cont'd

MARKINGS REQUIRED ON FIBERBOARD SHIPPING CONTAINERS 1/

ALL PRINTING TO BE IN BLACK INK

PRODUCT NAME 2/

DISTRIBUTED BY USDA
IN COOPERATION WITH STATE AND LOCAL
OR TRIBAL GOVERNMENTS FOR DOMESTIC
FOOD ASSISTANCE PROGRAMS NOT TO BE SOLD OR EXCHANGED
STORE IN COOL, DRY PLACE

CONTRACT NO. _____ 3/

NET WEIGHT
(Expressed in metric as well as avoidoupois units)

PACKED IN 4/

5/

- 1/ Markings shall be made in **BLACK INK** and are to be placed on each end of fiberboard shipping container or one side of the baler. Markings may be printed or stenciled on containers in lettering not less than 3/8 inch caps. On two sides of the fiberboard shipping containers, print the product name, the USDA Food Symbol (sufficient size to stand out prominently), and the packer's name and address - city, state, and zip code.
- 2/ Insert product name.
- 3/ Insert last five digits of contract number.
- 4/ Insert month and year packed. The first month of the shipping period specified in the Invitation is acceptable.
- 5/ Place in lower right hand corner of the side panels, the applicable Universal Product Bar Code. (See Exhibit A).

D. Unitization

Each delivery unit of specified product **must be unitized** (palletized and stretchwrapped) to 48 X 40 inches of good quality wood or if used shall be No. 1 hardwood or its equivalent in new softwood, nonreversible, flush stringer, and partial fourway entry. Each pallet of shipping containers shall be stretchwrapped with plastic film in a manner that will secure each container and layer of containers to the pallet. The palletized product shall be loaded into the conveyances in such a way that will prevent shifting and damage to the containers of product. If pallet exchange is desired, the contractor shall arrange for pallet exchange with consignees; however, USDA is no way responsible for such arrangements.

E. Condition of Containers, Labels, and Case Markings.

The containers, labels, cases, and case markings shall meet the United States Standards for Condition of Food Containers (7 CFR Part 42).

F. Additional Markings

The recycle symbol and statement "PLEASE RECYCLE" must be shown on all primary and shipping containers that are widely recycled as shown in Exhibit "B". By "widely recycled", it is meant recycled in most communities. The please recycle symbol should be applied to only those packages that are recyclable. The following USDA packaging materials are widely recycled and should be marked with the symbol and statement

- Corrugated fiberboard (cardboard) boxes
- Steel (tin) cans
- High density Polyethylene (e.g., vegetable oil and liquid shortening)

XIV. CERTIFICATION OF PRODUCT ORIGIN

Each Contractor must supply the USDA Grader with a statement certifying that the products delivered to USDA hereinunder are 100% grown and packed in the United States, including Puerto Rico. If the Contractor handles commodities originating from foreign sources, there must be a system in place on the Contractor's premises with records available documenting that the contract was fulfilled from United States or Puerto Rican grown products. Review of such documentation shall be part of the responsibility of the USDA Grader who on a fee basis performs product inspection required by the contract. In addition to such routine document review, USDA reserves the right to make unannounced plant and record reviews for verification of compliance with this Article. The burden of proof of compliance is on the Contractor.

Failure to observe this Article may lead to contract termination, Contractor suspension or debarment, and penalties at Title 18, Section 1001 of the U.S. Code concerning falsification of information. In addition, the requirements of this Article are subject to Article 76 of USDA-1. and to audit by USDA personnel.

Exhibit A

Universal Product Code Specification

PLEASE NOTE: Applies for institutional and retail size containers for all domestic feeding programs.

The Universal Product Code (UPC) code and symbol, will be required on the label of each 1.8-oz. Box of dehydrated soup mix purchased by USDA for Needy Family Programs. The UPC will be placed on the box as determined by the manufacturer. In addition, a UPC shipping container code, called Interleaved 2 of 5 (I2/5), shall appear on each shipping container for all products purchased by USDA in retail size containers for Needy Family Programs.

In accordance with the UPC guidelines published by the Uniform Code Council, a 12-digit UPC, code and symbol, shall appear on each primary package and a 14-digit I2/5 bar code shall appear on each shipping container. The code for the primary package shall be placed at the bottom of the back panel. The code for the shipping container should be placed at the lower right corner of one side of the side panels. The UPC guidelines describe the requirements for the proper placement, printing, readability, and scanability for the bar coding. The complete code must be included in the bar code symbol. The UPC system is a commonly used method of bar coding merchandise in commercial channels. Package manufacturers, printers, and film master supplies are familiar with this symbology. Further information may be obtained from Uniform Code Council, Inc. (UCC), 9163 Old Yankee Road, Suite J, Dayton, Ohio 45458. The USDA has acquired a unique manufacturer's identification number for this application. Contractors need not join the UCC.

The format and codes to be used are listed below. Use the correct code for the product being provided. Numbering under bar code must be of nominal height.

THE COMPANY UPC CODE IS NOT ACCEPTABLE

<u>Commodity</u>	<u>Primary Container Code</u>	<u>Shipping Container Code</u>
Dehydrated Soup Mixes (24/1.8 oz. boxes)	7 1500101217 3	1 07 15001 01217 0



United States
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P.O. Box 96456
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ANNOUNCEMENT FV-118

July 28, 1997

**PURCHASE OF DEHYDRATED SOUP MIX FOR DISTRIBUTION TO
CHILD NUTRITION, NEEDY FAMILY, AND OTHER DOMESTIC
FEEDING PROGRAMS**

AMENDMENT NO. 3

The purpose of this amendment is to change the Declared Weight/Fill Weight for the following:

Vegetables 55.5% \pm 10%

Base Mix 44.5% + 10%

All other terms and conditions remain unchanged.

Sincerely,

Sandra K. Gardei

Contracting Officer

Commodity Procurement Branch

Fruit and Vegetable Division



The Agricultural Marketing Service
is an agency of the
United States Department of Agriculture



USDA

**United States
Department of
Agriculture**

Agricultural
Marketing Service

PO Box 96456
Washington, DC 20090-6456

ANNOUNCEMENT FV-118

April 25, 1997

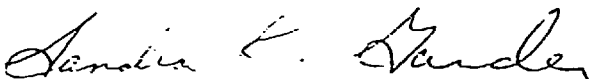
**PURCHASE OF DEHYDRATED DRIED SOUP MIXES
DISTRIBUTION TO CHILD NUTRITION, NEEDY FAMILY
AND OTHER DOMESTIC FEEDING PROGRAMS**

AMENDMENT NO. 2

The purpose of this amendment is to: (1) Add exhibit C, and (2) Delete "in the first sentence of Article XIV, "Certification of Product Origin" of Announcement FV-118, and "a statement" replace with, "the certification in exhibit C."

All other terms and conditions unchanged .

Sincerely,

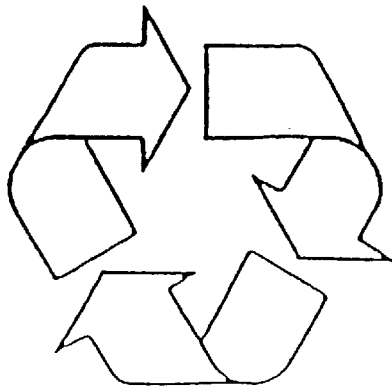


Sandra K. Gardei
Contracting Officer
Commodity Procurement Branch
Fruit and Vegetable Division



Be Resourceful. Recycle!

RECYCLABLE SYMBOL



PLEASE
RECYCLE

PLASTIC MATERIALS CODE SYSTEM

CODE	MATERIAL
1	PETE Poly-Ethylene Terephthalate (PET)
2	HDPE High Density Polyethylene
3	V Vinyl / Polyvinyl Chloride (PVC)
4	LDPE Low Density Polyethylene
5	PP Polypropylene
6	PS Polystyrene
7	All Other Resins
OTHER	